

FILED

2018 AUG 30 PM 1:55

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
RIVERSIDE

BY 

1 Rolando D. Valera  
2 Pro per Plaintiff  
3 16264 Miller Avenue  
4 Fontana, CA 92336  
5 1.626.485.9069  
6 Email: [info@colourgraphix.com](mailto:info@colourgraphix.com)

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

7 ROLANDO D. VALERA,

8 Plaintiff,

9 vs.

10 SELECT PORTFOLIO SERVICING,  
11 INC.,

12 Defendant.

ED

CV18-01852  
Case No.

VERIFIED COMPLAINT FOR  
DAMAGES WITH DEMAND  
FOR JURY TRIAL

(K/Kx)

14 Plaintiff, ROLANDO D. VALERA, (hereinafter referred to as "Valera"), hereby files this,  
15 via Pro per submission his Verified Complaint for Damages with Demand for Jury Trial, and in  
16 support of the claims herein states as follows:  
17

18 JURISDICTION AND VENUE

- 19 1. This Court has jurisdiction pursuant to 28 U.S.C. §1332(a)(1) because the parties of  
20 different states and the amount in controversy exceeds \$75,000.00.  
21 2. Plaintiff is a citizen of the State of California.  
22 3. Defendant, Select Portfolio Servicing, Inc., (hereinafter referred to as "SPS"), is  
23 headquartered in, and thus a citizen of the State of Utah.  
24  
25  
26

IFP  
TRO  
w/ordet

- 1 4. Venue is properly laid in this District pursuant to 28 U.S.C. §1391(b)(2) since a substantial  
2 part of the events or omissions giving rise to the claim occurred, or a substantial part of  
3 property that is the subject of the action is situated in San Bernardino County.

4  
5 PARTIES TO THE ACTION

- 6 5. Plaintiff Valera is *sui juris* before this Court, a resident of this County, and a natural citizen  
7 over the age of 18. At all material times, Valera owned and has superior claim to the  
8 property located at 16264 Miller Avenue, Fontana, CA 92336 (hereinafter referred to as  
9 the "subject property"). *See "Exhibit A."*

- 10  
11 6. Defendant SPS is a national loan servicing company, with operations in Utah and Florida,  
12 and whom upon information and belief is authorized to conduct ordinary business in San  
13 Bernardino County, California.

14  
15  
16 GENERAL ALLEGATIONS RELEVANT TO ALL CLAIMS

- 17  
18 7. Valera repeats and incorporates the preceding paragraphs above with the same force and  
19 effect as if set forth at length herein.

- 20 8. This is an action brought by Valera for compensatory, special, general and punitive  
21 damages for SPS's willful violation of the Fair Debt Collection Practices Act (codified at  
22 15 U.S.C. §1691, *et seq.*) and the California Homeowners' Bill of Rights.

- 23  
24 9. On February 20, 2007, a Notice of Default was filed with the San Bernardino County  
25 Recorder's Office as Instrument # 2007.106437.

- 26 10. On March 30, 2007, a Rescission of Notice of Default was filed in the San Bernardino

County Recorder's Office as Instrument # 2007.197422.

11. On December 3, 2010, a Notice of Default was filed with the San Bernardino County Recorder's Office as Instrument # 2010.512986.

12. Valera is not looking for a free house, as such, in early-2011, Valera began efforts at modifying the mortgage loan debt to a more affordable alternative.

13. Initially, Valera worked in cooperation with Bank of America and NACA in possibly achieving a \$150,000.00 reduction of the mortgage principal. Bank of America was the financial entity responsible for qualifying and approving struggling homeowners, such as Valera, who were seeking alternatives to foreclosure.

14. Valera complied with all of Bank of America's requests for information and documentation. All documentation and information was submitted timely and in accordance with Bank of America procedure.

15. On March 9, 2011, a Notice of Trustee Sale was filed with the San Bernardino County Recorder's Office as ins# 2011.95987.

16. On March 20, 2011, a Corporation Assignment of Deed of Trust to Deutsche was filed with the San Bernardino County Recorder's Office as Instrument # 2011.97831.

17. On March 28, 2011, NACA informed Valera that his request for a loan modification had been denied.

18. In or around early-2011, Valera filed for Chapter 7 bankruptcy protection.

19. The loan which is the subject of this action, and which SPS is attempting to collect on was duly included in Valera's bankruptcy petition.



1 20. Valera was granted a Discharge of Debtor on September 14, 2011. *See "Exhibit B."*

2 21. Valera was granted a full discharge in bankruptcy, forever extinguishing any monetary  
3 obligation to the subject loan.

4 22. Subsequent to Valera's bankruptcy discharge, Valera continued his efforts at an affordable  
5 home loan modification.

6 23. Still not wanting a free house, Valera submitted all requested documentation to Bank of  
7 America for a loan modification.

8 24. On March 16, 2012, a Notice of Trustee Sale was filed with the San Bernardino County  
9 Recorder's Office as Instrument # 2012-103992.

10 25. Upon receipt of all requested documentation, on or about April 8, 2014, Valera's  
11 modification request was denied by Bank of America Home Loans. *See "Exhibit C."*

12 26. On August 23, 2016, a Substitution of Trustee was filed with the Official Records of San  
13 Bernardino County which purports to substitute a new Trustee under the duly recorded  
14 Deed of Trust. Recorded as Instrument #2016-0341194, Deutsche substituted Trustee  
15 Corps., as Trustee under said Deed of Trust.

16 27. On August 23, 2016, a Notice of Default was filed with the San Bernardino County  
17 Recorder's Office as Instrument # 2016-341195.

18 28. On January 9, 2017, Valera had sent via Certified Mail, a verification of debt  
19 correspondence to SPS. *See "Exhibit D."*

20 29. On February 6, 2017, Valera had sent via Certified Mail, a Settlement Notice to SPS,  
21 requesting that the parties enter into an amicable settlement via a reduction in Valera's  
22 principle balance allegedly owed. *See "Exhibit E."* Valera never received a response.  
23  
24  
25  
26



1 30. On February 10, 2017, Valera received correspondence from SPS which only indicated  
2 that a Mr. Alan Taylor had been assigned as his "Relationship Manager" in consideration  
3 for a loan resolution solution.

4 31. Valera has followed up with Mr. Taylor on several occasions since, including 3 phone  
5 calls and 1 e-mail message, to no avail. SPS has failed to adequately respond to Valera's  
6 follow-up communications.  
7

8 32. Through 2018, specifically from April until the present, Valera has submitted e-mail  
9 communications to Ms. Dayana Reyes, a purported representative and agent of SPS re: a  
10 permanent loan modification.  
11

12 33. Communications with SPS were in an effort to appeal SPS's trial modification proposal  
13 as the amounts claimed due by SPS are false, inaccurate and grossly exaggerated.

14 34. SPS has willfully failed to respond to Valera's numerous requests.  
15

16 35. Valera has repeatedly been provided loan modification packages, submitted the requested  
17 documents in a timely manner just for SPS to continuously delay the processing, or offer  
18 Valera no response(s) at all to the multiple loan modification requests.

19 36. Valera is not looking for a free house. Ultimately, Valera desires a permanent loan  
20 modification which would ensure that the property is secured and he retains any and all  
21 rights in the subject property. Valera has offered on numerous occasions to amicably  
22 resolve the pending dispute to no avail. SPS has knowingly and willing failed to  
23 communicate with Valera in any substantive manner which would result in permanent  
24 resolution outside of a Court of law.  
25  
26

**COUNT I:**

**VIOLATIONS OF THE CALIFORNIA HOMEOWNER BILL OF RIGHTS**

37. Valera repeats and incorporates the preceding paragraphs above with the same force and effect as if set forth at length herein.
38. Under the California Homeowner Bill of Rights, enacted in 2013, mortgage servicers must give homeowners who complete a loan modification application a yes or no decision on loan modification before initiating foreclosure on a first lien through recording a notice of default.
39. If the servicer receives a loan modification application after the notice of default, the servicer may not record a notice of trustee sale or conduct a foreclosure sale while the loan modification application is pending. See Cal. Civ. Code §2924.11(b).
40. Additionally, the mortgage servicer must, within five days of receipt of a loan modification application, send a written acknowledgment to the borrower that includes: (1) A description of the loan modification process, including an estimate of when a decision on the loan modification will be made after a complete application has been submitted by the borrower and the length of time the borrower will have to consider an offer of a loan modification or other foreclosure prevention alternative; (2) Any deadlines, including deadlines to submit missing documentation, that would affect the processing of a loan modification application; (3) Any expiration dates for submitted documents; and (4) Any deficiency in the borrower's loan modification application. See Cal. Civ. Code §2924.10(a)(1)-(4).



1 41. Valera submits that SPS knowingly and willingly failed to adhere to the provisions and  
2 requirements mandated under the California Homeowner Bill of Rights.

3 42. Cal. Civil Code 2923.6(c) provides: "If a borrower submits a complete application for a  
4 first lien loan modification offered by, or through, the borrower's mortgage servicer, a  
5 mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent **shall not record**  
6 **a notice of default or notice of sale, or conduct a trustee's sale, while the complete**  
7 **first lien loan modification application is pending.** A mortgage servicer, mortgagee,  
8 trustee, beneficiary, or authorized agent shall not record a notice of default or notice of  
9 sale or conduct a trustee's sale until any of the following occurs: (1) The mortgage servicer  
10 makes a written determination that the borrower is not eligible for a first lien loan  
11 modification, and any appeal period pursuant to subdivision (d) has expired. (2) The  
12 borrower does not accept an offered first lien loan modification within 14 days of the offer.  
13 (3) The borrower accepts a written first lien loan modification, but defaults on, or  
14 otherwise breaches the borrower's obligations under, the first lien loan modification."  
15 (emphasis added).

16 43. Valera has duly submitted multiple loan modification packages.

17 44. Valera has received no adequate and justifiable response to his multiple requests.

18 45. In order for any Notice of Default or Notice of Sale to be duly enforced, one of the three  
19 conditions as outlined in §2923.6(c) must be satisfied.

20 46. None of the requisite conditions promulgated under §2923.6(c) were satisfied in the  
21 instant case. SPS can proffer no evidence to the contrary.  
22  
23  
24  
25  
26



1 47. As a direct and proximate result of Defendants' willful actions herein, Valera has been  
2 financially and emotionally damaged.

3 **WHEREFORE**, Valera requests that this Honorable Court enter judgment against SPS:

4 (1) for its violations of the California Homeowners' Bill of Rights;

5  
6 (2) in an amount of damages not less than \$75,000.00 in an amount to be  
7 determined at trial;

8 (3) pre- and post- judgment interest;

9 (4) costs and fees associated with bringing this action; and

10 (5) any other relief deemed just and proper.  
11  
12  
13

14 **COUNT II:**

15 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

16  
17 48. Valera repeats and incorporates the preceding paragraphs above with the same force and  
18 effect as if set forth at length herein.

19 49. The Fair Debt Collection Practices Act ("FDCPA"), codified at 15 U.S.C. §1692, et seq.,  
20 defines a "debt collector" in relevant part as: any person who ... [engages] in any business  
21 the principal purpose of which is the collection of any debts, or who regularly collects or  
22 attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due  
23 another.... For the purpose of section 1692(f)(6) of this title, such term also includes any  
24 person who ... [engages] in any business the principal purpose of which is the enforcement  
25 of security interests.  
26

1 50. Specifically, 15 U.S.C. §1692e(2)(A) makes the following a violation of this section:

2 The false representation of the character, amount, or legal status of any debt.

3 51. On May 15, 2018, SPS had delivered to Valera a statement showing a balance owed  
4 of \$212,430.17.

5  
6 52. On June 14, 2018, SPS had delivered to Valera a statement showing a balance owed  
7 of \$329,136.12.

8 53. On July 12, 2018, SPS had delivered to Valera a statement showing a balance owed of  
9 \$219,504.85.

10  
11 54. Valera has repeatedly disputed the validity of this debt.

12 55. Valera has repeatedly requested an accurate accounting breakdown of the amounts  
13 SPS is claiming is owed. SPS has failed to comply with any such requests.

14  
15 56. SPS has failed to prove that they are in possession of the original underlying Note.

16 57. SPS continues to have statements delivered to Valera with varying amounts allegedly  
17 owed without any backup or documentation which demonstrates the true amount owed  
18 (if any) on Valera's account.

19  
20 58. SPS has knowingly and willingly falsely represented the character and amount of the  
21 debt it seeks to collect from Valera.

22 **WHEREFORE**, Valera requests that this Honorable Court enter judgment against  
23 SPS:

24  
25 (1) for its violations of the FDCPA;

1 (2) in an amount of damages not less than \$75,000.00 in an amount to be  
2 determined at trial;

3 (3) pre- and post- judgment interest;

4 (4) costs and fees associated with bringing this action;

5 (5) requiring SPS to prove that it is in possession of the original Note; and

6 (6) any other relief deemed just and proper.  
7  
8  
9

10 **COUNT III:**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 59. Valera repeats and incorporates the preceding paragraphs above with the same force and  
13 effect as if set forth at length herein.  
14

15 60. "The elements of the tort of intentional infliction of emotional distress are: "(1) extreme  
16 and outrageous conduct by the defendant with the intention of causing, or reckless  
17 disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering  
18 severe or extreme emotional distress; and (3) actual and proximate causation of the  
19 emotional distress by the defendant's outrageous conduct...." Further, "conduct to be  
20 outrageous must be so extreme as to exceed all bounds of that usually tolerated in a  
21 civilized community." See *Christensen v. Superior Court*, 54 Cal.3d 868.  
22

23 61. SPS has engaged in a course of conduct which has caused Valera emotional distress.  
24 Valera has been in fear of losing his home, his place of residence, since the first Notice of  
25 Default and Notice of Trustee's Sale was recorded. Additionally, the constant notices and  
26 lack of responsive communication from SPS has caused undue stress onto Valera.



1 62. SPS has knowingly and willingly put Valera in a position of severe emotional distress.

2 63. Valera has repeatedly requested a permanent loan modification in order to reach an  
3 amicable resolution to his claims against SPS.

4 64. Valera has repeatedly requested verification of the alleged debt.

5 65. Valera has repeatedly requested an accurate accounting of any and all sums allegedly  
6 owed.  
7

8 66. SPS has knowingly and willingly failed to respond to Valera's requests.

9 67. As a direct and proximate result of SPS's willful actions herein, Valera has been  
10 financially and emotionally damaged.  
11

12 **WHEREFORE**, Valera requests that this Honorable Court enter judgment against SPS:

13  
14 (1) for its infliction of emotional distress upon Valera;

15 (2) in an amount of damages not less than \$75,000.00 in an amount to be  
16 determined at trial;

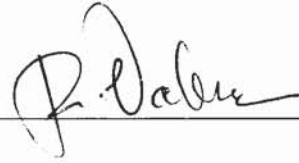
17  
18 (3) pre- and post- judgment interest;

19 (4) costs and fees associated with bringing this action; and

20 (5) any other relief deemed just and proper.  
21  
22  
23  
24  
25  
26

1 Dated: August 30<sup>th</sup>, 2018.

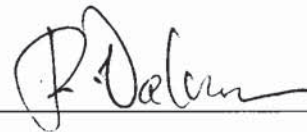
Respectfully submitted,

2  
3  
4 

5 Rolando D. Valera  
6 Pro per Plaintiff  
7 16264 Miller Avenue  
8 Fontana, CA 92336  
9 1.626.485.9069  
10  
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**VERIFICATION**

I, Rolando D. Valera, Pro per, am the Plaintiff in the above entitled matter and have personal knowledge to testify to the matters stated therein. I have read the facts and allegations and declare under penalty of perjury in and for the State of California that the above is true and correct to the best of my knowledge.



Rolando D. Valera  
Pro per Plaintiff  
16264 Miller Avenue  
Fontana, CA 92336  
1.626.485.9069

On the 30 day of August 2018, Rolando D. Valera, known to me appeared before me and executed the above document.

~~NOTARY~~

My Commission expires on ~~\_\_\_\_\_~~



Recording Requested By  
First American Title NHS



LARRY WALKER  
Auditor/Controller - Recorder

824 First American Title Company

Doc #: 2006-0375260



Titles:	1	Pages:	18
Fees			59.00
Taxes			.00
Other			.00
PAID			59.00

Recording Requested By:  
SOUTH PACIFIC FINANCIAL CORPORATION

Return To:  
SOUTH PACIFIC FINANCIAL CORPORATION

10737 LAUREL STREET, SUITE 200  
RANCHO CUCAMONGA, CA 91730

Prepared By:

SOUTH PACIFIC FINANCIAL CORPORATION  
10737 LAUREL STREET, SUITE 200  
RANCHO CUCAMONGA, CA 91730  
(909) 476-4182

[Space Above This Line For Recording Data]

# 2232901

## DEED OF TRUST

LOAN NO.: 80080028  
ESCROW NO.: 85347-LF

MN 100079800800800287  
MERS Phone: 1-888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

MAY 04, 2006

(B) "Borrower" is

ROLANDO D. VALERA, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

Borrower's address is 16284 MILLER AVENUE, FONTANA, CA 92338  
Borrower is the trustor under this Security Instrument.

(C) "Lender" is

SOUTH PACIFIC FINANCIAL CORPORATION A CALIFORNIA CORPORATION

Lender is a CORPORATION  
organized and existing under the laws of CALIFORNIA

CALIFORNIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
VMP-8A(CA) (0207)

Initials: R.N.  
Form 3005 1/01

Page 1 of 15

LENDER SUPPORT SYSTEMS, INC MERS&CA.NEW (05/04)

Exhibit "A"

pg. 14

HIS Official Form 106 (2007)

**United States Bankruptcy Court  
Central District Of California**

3420 Twelfth Street, Riverside, CA 92501-3819

**DISCHARGE OF DEBTOR**

**DEBTOR INFORMATION:**  
Rolando Dychia Valera

**BANKRUPTCY NO. 6:11-bk-27949-MJ**

**CHAPTER 7**

Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s), (if any): xxx-xx-0121  
Employer Tax-Identification (EIN) No(s), (if any): N/A  
Debtor Discharge Date: 9/14/11

**JOINT DEBTOR INFORMATION:**

Lorena Ruiz Valera  
aka Lorraine Valera, aka Maria Valera

Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s), (if any): xxx-xx-9222  
Employer Tax-Identification (EIN) No(s), (if any): N/A  
Joint Debtor Discharge Date: 9/14/11

**Address:**  
16264 Miller Avenue  
Fontana CA 92336

It appearing that the debtor is entitled to a discharge, IT IS ORDERED The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code)

BY THE COURT

Dated: September 14, 2011

**Kathleen J. Campbell**  
Clerk of the Court

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION**

\* Set forth all names, including trade names, used by the debtor(s) within the last 8 years. For joint debtors, set forth the last four digits of both social-security numbers or individual taxpayer-identification numbers.

Form 106-DIS Rev. 07/09 VAN-30

20 - 5 / LIG

Exhibit "B"



Jennifer N. Asensio  
Direct: (949) 223-7130  
Fax: (949) 437-8730  
asensioj@bryancave.com

April 25, 2014

**VIA EMAIL & OVERNIGHT EXPRESS**

Mr. Randy Chang, Esq.  
The Chang Firm  
7755 Center Avenue, Suite 1100  
Huntington Beach, CA 92647

Re: **Rolando D. Valera**  
**16264 Miller Avenue, Fontana, CA 92336**  
**Loan Number: 73030813**

Dear Randy:

We understand you are the attorney representing the above-referenced borrower. With a goal of successful homeownership, we have considered this loan for HAMP and Non-HAMP modifications. Unfortunately, for the reason stated in the enclosed letter, the loan is not eligible.

Please review the attached letter with your client as there may be other programs available for your client to avoid foreclosure.

Thank you,

A handwritten signature in cursive script, appearing to read "Jennifer N. Asensio".

Jennifer N. Asensio

JNA  
Enclosure

**Bryan Cave LLP**  
3161 Michelson Drive  
Suite 1500  
Irvine, CA 92612-4414  
Tel (949) 223-7000  
Fax (949) 223-7100  
www.bryancave.com

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Manila  
Shanghai  
Singapore  
Tokyo

Exhibit "C"





April 08, 2014

Rolando D Valera  
16264 Miller Avenue  
Fontana, CA 92336

**Loan Number: 73030813**

Dear Rolando D Valera:

**After reviewing your application, you are not eligible for loan assistance programs. However you are qualified for a short sale.**

**Please contact a real estate professional to assist you and read this letter for next steps.**

Thank you for contacting us to discuss available loan assistance options. While we realize this decision comes at a difficult time in your life, we regret to inform you that based on careful review of the information provided, you do not meet the eligibility requirements to qualify for a loan modification or other payment assistance program, but you are qualified to pursue a short sale. More information about your short sale option and reason(s) why your loan is not eligible for a modification is included in the enclosed *Results of Your Evaluation* section.

A short sale will provide you time to transition out of the property. While you are attempting to short sale your property, we will suspend the foreclosure process and postpone any foreclosure sale until the close of the short sale or until the end of the marketing period, whichever occurs sooner. If you have a scheduled foreclosure sale date, as long as you are complying with the requirements of this short sale program, we will make every effort to postpone the foreclosure sale. However, in some cases, the court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale. **Please do not disregard or ignore any foreclosure notifications or letters.** If you do not sell the property within the marketing period, we will initiate or continue with existing foreclosure proceedings according to the terms and conditions of this short sale program and applicable law.

#### **About a short sale**

A short sale is the sale of your property for less than the amount you owe on your mortgage loan. With a short sale, we will release our mortgage lien on your property once we receive the proceeds from the sale of the property, even though the proceeds are less than the amount you owe. Benefits to you may include:

- Avoiding foreclosure and eviction
- Eliminating or reducing your mortgage debt (please consult with a tax professional to discuss potential tax consequences)
- Having more control over the timing and manner in which you transition out of the property

#### **What you need to do next**

- Your customer relationship manager will be contacting you to discuss your next steps and will continue to be your single point of contact during this process. Additionally, if you have any questions please reach out to him or her at 1.800.669.6650.
- If you are interested in pursuing a short sale, please contact a licensed real estate professional who has experience with short sales, which are more complex than traditional sales, to list your property if it is not currently listed. Bank of America requires you to list your property with a licensed real estate professional of your choice to complete a short sale. You will not have to pay the cost of the real estate professional, as he or she will be paid from the proceeds of the sale of the house. We will work with your licensed real estate professional during the process to help you complete the short sale.

If you need assistance locating a licensed real estate professional in your area, please visit the Short Sale Professional Locator at [bankofamerica.com/agentlocator](http://bankofamerica.com/agentlocator). The purpose of this tool is to facilitate contact information with professionals who have had experience with Bank of America short sales. Bank of America does not endorse or recommend any professional appearing on the tool or require that a professional on this list be used for a short sale transaction. You are free to use any licensed real estate professional or attorney of your choice, unless you are related to or have a close personal or business relationship with that person.

- Once you have selected a real estate professional, we will need your consent to discuss the short sale with him/her. Please let us know when you have selected a real estate professional and we will send you an authorization form that will provide us permission to discuss the short sale with that individual.
- Once a potential buyer's offer is received, contact us immediately at 1.866.880.1232 and we will work with the investor on your loan and review the offer.

Please note that program qualification is conditional until the investor on your loan and any mortgage insurers agree to accept a short sale on your property. The final approval also depends upon any offers you receive on the property, the valuation of the property and the release of any subordinate liens, such as a home equity loan, if applicable. We may require additional information prior to final approval.

#### **How we evaluated your request**

In an effort to find the best available loan assistance program for which you are eligible, we evaluate your financial information against the list of assistance programs available to you in the order required by your investor. Once we determine that you qualify for a particular program, we offer it to you. Depending upon where the offered program is in that order, there may be other programs lower in the list that we are unable to offer you under investor requirements. We are required under applicable law to identify these programs for you. The attachment to this letter lists the program you are approved for (if any), those that you did not qualify for after we reviewed your information, and any programs in the order that we are unable to offer you.

#### **We are here to help**

**If you have questions, please contact us at 1.800.669.6650 Monday - Friday 7 a.m. to 12 a.m. and Saturday 8 a.m. to 6 p.m. Eastern. We want to help you avoid foreclosure, so please consider this opportunity.**

Dirk Huebl  
Home Loan Team  
Bank of America, N.A.

#### **Enclosed: (1) Results of Your Evaluation (2) NPV Data Input and Values Chart (3) Servicemembers Civil Relief Act Notice**

Notices of error, requests for information and qualified written requests (QWR, as defined in RESPA) must be sent to:

Bank of America  
Attn: Notice of Error & Request for Information  
P.O. Box 942019  
Simi Valley, CA 93094-2019

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

Mortgages funded and administered by an  Equal Housing Lender.  
 Protect your personal information before recycling this document.



### Results of the Evaluation

As part of the evaluation process, we reviewed your loan for programs for which you are eligible.

#### What you are qualified for

You are qualified for the following program:

- **The federal government's Home Affordable Foreclosure Alternatives (HAFA) short sale program.** In a HAFA short sale, we will provide you with a recommended list price for the property. You will work with a local, licensed real estate agent of your choice to list your property for sale at fair market value, even if that value is lower than what you owe on your mortgage. If a buyer is identified and the property is sold, the proceeds from the sale are used to pay off your mortgage debt, even if the proceeds are less than the amount owed on the mortgage. You will receive a letter in the next few days that explains the terms and conditions of the HAFA short sale program.

Your customer relationship manager will be contacting you to discuss your next steps. If you have any questions please reach out to him or her at 1.800.669.6650 Monday - Friday 7 a.m. to 12 a.m. and Saturday 8 a.m. to 6 p.m. Eastern.

#### Programs you did not qualify for

We determined that you do not meet the eligibility requirements for the following program(s). You may request to be re-evaluated for any loan modification program(s) listed below if you believe our decision is incorrect. Below each reason is a list of required documents (if applicable) we need you to submit with your request if you wish to be re-evaluated. We have also provided instructions in this enclosure on how to request a re-evaluation.

- **Home Affordable Modification Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the Home Affordable Modification Program. The name of your investor is Deutsche Bank National Trust Company as Trustee On Behalf of IMPAC Secured Assets Corp. Mortgage Pass-Through Certificates, Series 2006-3.
  - Under applicable program requirements, we seek to reduce the monthly mortgage payment to equal a target payment that is a specified percentage of your gross monthly income through a series of steps that includes evaluation of the impact of eliminating interest and amortization on a portion of the principal balance of your loan by forbearance of that portion (subject to the requirement that it does not exceed a specified percentage of the amount of your loan). Because your gross monthly income of \$4,715.50 is so low relative to the outstanding amount of your loan, the portion of the amount of your loan as to which we would need to eliminate interest and amortization would exceed the specified percentage.
- **Hardest Hit Fund – Principal Reduction Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the Home Affordable Modification Program. The name of your investor is Deutsche Bank National Trust Company as Trustee On Behalf of IMPAC Secured Assets Corp. Mortgage Pass-Through Certificates, Series 2006-3.
  - Under applicable program requirements, we seek to reduce the monthly mortgage payment to equal a target payment that is a specified percentage of your gross monthly income through a series of steps that includes evaluation of the impact of eliminating interest and amortization on a portion of the principal balance of your loan by forbearance of that portion (subject to the requirement that it does not exceed a specified percentage of the amount of your loan). Because your gross monthly income of \$4,715.50 is so low relative to the outstanding amount of your loan, the portion of the amount of your loan as to which we would need to eliminate interest and amortization would exceed the specified percentage.
- **Bank of America Loan Modification Program:** Your loan is not eligible for the reason(s) stated below.



- The net present value (NPV) results showed that the modification is not in the financial interest of the investor that owns your loan. To perform the NPV calculation, we use a formula similar to the one used by the Department of the Treasury in the Making Home Affordable Program. This formula requires us to input certain financial information about you and your loan, including the factors listed in the attached chart. When combined with other data in the formula, these inputs result in an estimate of the return the investor is likely to receive if the loan is modified as well as an estimate of the investor's return if the loan is not modified.

The NPV input values we used in your NPV evaluation are listed in the NPV Data Input Fields and Values chart in this letter. As you will see in the chart, multiple factors are taken into account when calculating your loan's NPV results. While all these factors are important when calculating NPV results, certain key factors, such as property value and monthly gross income, play a significant role in the calculation.

If you wish to dispute this finding, please see the enclosed NPV Data Input and Values chart for any necessary documents needed.

- **Bank of America Capitalization Loan Modification Program:** Your loan is not eligible for the reason(s) stated below.
  - Under applicable program requirements, we seek to reduce the monthly mortgage payment to equal a target payment that is a specified percentage of your gross monthly income through a series of steps that includes evaluation of the impact of eliminating interest and amortization on a portion of the principal balance of your loan by forbearance of this portion (subject to the requirement that it does not exceed a specified percentage of the amount of your loan). Because your gross monthly income of \$4,715.50 is so low relative to the outstanding amount of your loan, the portion of the amount of your loan as to which we would need to eliminate interest and amortization would exceed the specified percentage.
- **Home Affordable Modification Tier 2 Program:** Your loan is not eligible for the reason(s) stated below.
  - We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the Home Affordable Modification Program. The name of your investor is Deutsche Bank National Trust Company as Trustee On Behalf of IMPAC Secured Assets Corp. Mortgage Pass-Through Certificates, Series 2006-3.
  - Based on your gross monthly income of \$4,715.50, we could not reduce your principal and interest payment by at least 10%.
- **Bank of America Investment Property and Second Home Modification Program:** Your loan is not eligible for the reason(s) stated below.
  - You have failed to provide proof that your home is tenant occupied or available for rental.

#### Programs that are not available to you

We evaluate your financial information against the list of assistance programs available to you in the order required by your investor. Once we determine that you qualify for a particular program, we offer it to you. Depending upon where the offered program is in that order, there may be other programs lower in the list that we are unable to offer you under investor requirements. We are required under applicable law to identify these programs for you.

- Deed in lieu of foreclosure programs where you agree to transfer ownership of your home to us in partial or full satisfaction of the outstanding loan balance.

#### How to request a re-evaluation

If you believe our review of your eligibility for a loan modification was incorrect, you have 30 calendar days from the date of this letter to contact us at 1.800.854.6885 and provide information to show why our determination of eligibility was in error.

Please fax any required documents to 1.800.658.9351. Address your fax cover sheet to the attention of **Bank of America Appeals Intake** and write your loan number on all pages submitted. Also, keep a copy of all documents you fax to us and proof of your fax submission for your records. Please note that all requests to reconsider the reason(s) for non-approval must be made within 30 calendar days. Any information or documentation we receive from you after this timeframe will not be reviewed.

**If you are in a Federally Declared Disaster area, you may have up to 120 days after the disaster area was designated by the federal government to appeal the decision that your loan is not eligible for the program(s). If you believe you may be in a Federally Declared Disaster area, please call 1.800.854.6885.**

In addition to the phone numbers provided above, you may contact us by email at [mha\\_decline\\_review@bankofamerica.com](mailto:mha_decline_review@bankofamerica.com). We strongly discourage you from sending personal information via email unless it is sent through a secure, encrypted method. Unencrypted emails are at risk of being intercepted or seen by unauthorized parties. In order to learn more about how to send your information to us securely, please contact us at 1.800.669.6650, and we can assist you with this process. Please note that Bank of America will at no time solicit you to send us confidential information via email.

**Note that during the period referenced above in which you may contact us and provide information which you believe shows our decision is incorrect, we will not initiate a foreclosure, or move for a judgment of foreclosure or order of sale, or conduct a foreclosure sale. If you have a foreclosure sale already scheduled, we will make every effort to postpone the sale during this period. However, in some cases, the court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale. Do not ignore any legal notices about your house.**

#### **Additional assistance available to you**

You can also seek assistance at no charge from U.S. Department of Housing and Urban Development-approved housing counselors by calling the HOPE Hotline Number (1.888.995.HOPE). Assistance in understanding this notice is available through the HOPE Hotline by asking for MHA HELP.

#### **Required Disclosures**

Bank of America, N.A. is required by law to inform you that we are unable to fulfill your request for a loan modification and the Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552.

Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. If you have any questions regarding this notice, you should contact us at:

Bank of America, N.A.  
5401 N. Beach Street  
Mail Stop: TX2-977-01-34  
Fort Worth, TX 76137.



Our credit decision was based in whole or in part on information in a report from the consumer reporting agencies listed below. While the information was provided by these agencies, these agencies played no part in our decision and are unable to supply specific reasons for our decision. You have a right under the Fair Credit Reporting Act to obtain a copy of your credit report from the agencies below. The report will be free if you request it within 60 days after you receive this notice. You also have the right to dispute with the agencies below the accuracy or completeness of any information in your report.

Equifax Credit Information Services (EFX)  
P.O. Box 740241, Atlanta, GA 30374  
Phone: 1.800.685.1111  
(for credit report orders)  
Phone: 1.800.685.5000 (for disputes)

Trans Union Corporation (TUC)  
P.O. Box 1000, Chester, PA 19022  
Phone: 1.800.888.4213  
(for credit report orders)  
Phone: 1.800.916.8800 (for disputes)

Experian (XPN)  
P.O. Box 2002, Allen, TX 75013  
Phone: 1.888.397.3742  
(for credit report orders)



**Net Present Value (NPV) Data Input Values Chart**

Below is the list of input data fields and an explanation of each input as well as the value used in your NPV evaluation. The NPV calculation requires us to input certain financial information about your income and your loan including the factors listed in this chart. When combined with other data in the formula, these inputs estimate the return the investor (owner) of your loan is likely to receive if the loan is modified and the investor's return if the loan is not modified.

**Important Notice:** For requests to be re-evaluated after being declined for a loan modification due to Negative NPV, please provide a letter that states your reason for appealing/escalating and the NPV input values you wish to dispute. In addition, for each disputed value, please provide the documents specified below.

Input Data Fields	Explanation	Value used in NPV calculation
<b>I. Borrower Information</b>		
1. Credit Score	<p>This field identifies the credit score, as provided by a national credit reporting agency that was used in the modification NPV evaluation. If there is more than one borrower on the loan this field represents the lower of the borrower and co-borrower(s). <b>Please note:</b> If your score is listed as 557, the consumer reporting agency we used could not provide us your actual credit score within the 30 days allowed to determine your eligibility for a loan modification. According to the guidelines of the program, we used a proxy score of 557. In addition, if your credit score was lower than the minimum score of 250, we listed your score as 250.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your credit report, or other documents from a credit reporting agency, that shows the borrower/co-borrower name and credit score</li> </ul>	649
2. Monthly Gross Income	<p>This field identifies the monthly gross income of all borrowers on your loan before any payroll deductions or taxes.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of most recent year's tax return with all schedules</li> <li>• Copies of recent paystubs</li> <li>• Copies of two months' bank statements to support receipt of income</li> <li>• Copy of your Profit and Loss statement (if self-employed)</li> <li>• Copy of most recently filed Schedule K-1 from your business tax returns, if applicable</li> <li>• Copy of your current award letter that shows benefit income, if applicable</li> <li>• Proof of receipt of boarder or non-borrower contribution income, if applicable</li> </ul>	\$4,715.50

**Net Present Value (NPV) Data Input Values Chart**

Input Data Fields	Explanation	Value used in NPV calculation
3. Principal Residence Total Housing Expense	<p>This field only applies if your application for a modification is for a property that is not your principal residence.</p> <p>This field identifies the amount of the total monthly housing expense (i.e., principal, interest, taxes, insurance and association fees, if any) for your principal residence, and the principal residence(s) of any co-borrower(s).</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent mortgage statement</li> <li>• Copy of your most recent Declaration page or Invoice from homeowners insurance company with your name, property address and annual premium, if expense is not included in the mortgage statement</li> <li>• Copy of your most recent property tax bill showing your name and property address, if expense is not included in the mortgage statement</li> <li>• Copy of your most recent Invoice from your Homeowners Association</li> </ul>	\$0.00
<b>II. Property Information</b>		
4. Property - State	<p>This field identifies the two letter state code of the property securing the mortgage for which you are applying for a modification.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Legal document (such as the deed) or United States Postal Service (USPS) print out from USPS.com showing the property's state</li> </ul>	CA
5. Property - ZIP Code	<p>This field identifies the ZIP Code of the property securing the mortgage for which you are applying for a modification.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Legal document (such as the deed) or United States Postal Service (USPS) print out from USPS.com showing the property's ZIP Code</li> </ul>	92336
6. Property Value***	<p>This field identifies the estimated fair market value of the property for which you are applying for a modification that was used for this analysis.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• A written statement from you with a specific amount for the property value and <u>one</u> of the following: <ul style="list-style-type: none"> <li>• Evidence of comparable sales dated within 6 months of the date you were declined for a modification</li> <li>• Copy of the property appraisal dated within 6 months of the date you were declined for a modification</li> <li>• Copy of the property valuation obtained from an Internet valuation tool dated within 30 days of the date you were declined for a modification</li> <li>• Copy of the current year's county tax assessment</li> </ul> </li> </ul>	\$396,950.00

\*\*\*If you were declined for Negative NPV and you appealed/escalated: If you disagreed with the property value we used to evaluate your loan for assistance and you provided us with a different value as part of your appeal/escalation, we used that value in a preliminary test NPV. The preliminary test NPV helps us determine if the value will change the negative NPV result into a positive result. If the preliminary test result is positive, we will order an appraisal on the property and perform a new NPV evaluation. However, since the preliminary test NPV result was negative, an appraisal was not required and therefore the property value shown in the chart is the original value used to evaluate your loan for assistance.



**Net Present Value (NPV) Data Input Values Chart**

Input Data Fields	Explanation	Value used in NPV calculation
7. Property Valuation Type	<p>This field identifies the method by which the property for which you are applying for a modification was valued (as noted in Field 6, Property Value).</p> <p>1 – Automated Valuation Model (AVM)  2 – Exterior Broker Price Opinion (BPO) / Appraisal (as is value)  3 – Interior BPO / Appraisal (as is value)</p> <p>Required documents to dispute this finding:  • None required</p>	1
8. Occupancy	<p>This field uses codes to identify the occupancy of the property for which you are applying for a modification.</p> <p>For owner-occupied properties we use a code of 1, 3 or 4 and for non-owner-occupied properties we use a code of 2.</p> <p>Required documents to dispute this finding:  • If you live in the property (owner occupied): Copy of your most recent utility bill showing the property address and service address as the same and in your name.  • If you do not live in the property (non-owner occupied): Copy of the current/unexpired lease agreement</p>	1
9. Property – Monthly Gross Rental Income	<p>This field only applies if your application for a modification is for a property that is not your principal residence.</p> <p>This field identifies the monthly gross rental income from the property for which you are applying for a modification.</p> <p>Required documents to dispute this finding:  • Copies of two months' bank statements and supporting receipt of income  • Copy of the current/unexpired lease agreement  • Copy of the most recently filed Schedule E from IRS Form 1040</p>	\$0.00
<b>III. Mortgage Information</b>		
10. Data Collection Date	<p>This field identifies the date on which the Unpaid Principal Balance and other data used in the NPV analysis was collected by us.</p> <p>Required documents to dispute this finding:  • None required</p>	April 02, 2014
11. Imminent Default Flag	<p>This field indicates your default status as of the Data Collection Date. If you have not missed any payments or less than two payments are due and unpaid by the end of the month in which they are due, you are considered to be in imminent default and the value in this field is "Y". If two or more payments are due and unpaid by the end of the month in which they are due as of the Data Collection Date, the value in this field is "N".</p> <p>Required documents to dispute this finding:  • None required</p>	N



Net Present Value (NPV) Data Input Values Chart

Input Data Fields	Explanation	Value used in NPV calculation
12. Investor Code	<p>This field identifies the owner of the mortgage for which you are applying for a modification.</p> <p>1 – Fannie Mae 2 – Freddie Mac 3 – Owned by a private investor other than us, your servicer 4 – Owned by us, your servicer or an affiliated company 5 – Ginnie Mae</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	3
13. Unpaid Principal Balance at Origination	<p>This field identifies the amount of the mortgage for which you are applying for a modification at the time it was originated (i.e., the amount you borrowed).</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your original mortgage Note</li> </ul>	\$416,990.00
14. First Payment Date at Origination	<p>This field identifies the first payment due date on the mortgage for which you are applying for a modification.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your original mortgage Note</li> </ul>	July 01, 2006
15. Product Before Modification	<p>This field uses codes to identify the type of mortgage you held prior to your most recent application for a modification:</p> <p>1. Adjustable Rate Mortgage (ARM) and/or Interest Only mortgage loan 2. Fixed Rate</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your original mortgage Note or executed modification documents (if your loan was previously modified)</li> </ul>	1
16. Adjustable Rate Mortgage (ARM) Reset Date	<p>This field applies only if the type of mortgage you held prior to your most recent application for a modification is an Adjustable Rate Mortgage (ARM) loan.</p> <p>This field identifies the date on which the next Adjustable Rate Mortgage (ARM) reset was due to occur, as of the Data Collection Date (Field 10).</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent ARM rate change notification letter or most recent mortgage statement</li> </ul>	September 01, 2036

Net Present Value (NPV) Data Input Values Chart

Input Data Fields	Explanation	Value used in NPV calculation
17. Next Adjustable Rate Mortgage (ARM) Reset Rate	<p>This field identifies the rate at which your mortgage was expected to change based on when the next reset date (Field 16) is scheduled to occur. Please look to your mortgage loan documentation for information on how your mortgage's rate is recalculated at its reset date.</p> <p>If the reset date on your ARM loan is within 120 days of the Data Collection Date, this value in this field is the expected interest rate on your mortgage at the next reset date.</p> <p>If the reset date on your ARM loan is more than 120 days from the Data Collection Date, the value in this field is your current interest rate at the time of NPV evaluation.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent ARM rate change notification letter or most recent mortgage statement</li> </ul>	
18. Unpaid Principal Balance Before Modification	<p>This field identifies the unpaid amount of principal (money you borrowed) on the mortgage for which you are applying for a modification as of the Data Collection Date. It does not include any unpaid interest or other amounts that you may owe.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent mortgage statement</li> </ul>	\$430,526.14
19. Interest Rate Before Modification	<p>This field identifies the interest rate on the mortgage for which you are applying for a modification as of the Data Collection Date. Please look to your mortgage loan documentation (including any permanent modification documentation if previously modified) for information on the interest rate of your mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent mortgage statement</li> </ul>	4.250%
20. Remaining Term (# of Payment Months Remaining)	<p>This field identifies the remaining number of months you have left to pay under the original term of the mortgage for which you are applying for a modification. The remaining number of months is as of the Data Collection Date. Please look to your mortgage loan documentation (including any permanent modification documentation if previously modified) for information on the term of your mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• Copy of your most recent mortgage statement</li> </ul>	266



**Net Present Value (NPV) Data Input Values Chart**

Input Data Fields	Explanation	Value used in NPV calculation
21. Principal and Interest (P&I) Payment Before Modification	<p>This field is the amount of principal and interest (P&amp;I) you were scheduled to pay each month as of the Data Collection Date.</p> <p>A. If your loan had an adjustable rate scheduled to reset within 120 days, this field will reflect the principal and interest payment associated with the new interest rate.</p> <p>B. If your loan had an adjustable rate scheduled to reset after 120 days, this field will reflect the current scheduled monthly mortgage payment and the note interest rate in effect at the time of evaluation.</p> <p>C. If your mortgage is an Interest Only loan and your loan was in the interest only period, the value in this field is the interest payment that was due each month.</p> <p>D. If your mortgage is a negative-amortization loan, the value in this field is the greater of:</p> <ol style="list-style-type: none"> <li>the principal and interest payment you sent on the most recent payment date; or</li> <li>the minimum payment required on your loan.</li> </ol> <p>For a loan that defaulted under a Trial Period Plan, we entered the contractual monthly P&amp;I payment as of the Data Collection Date. For a loan that defaulted under a permanent modification, we entered the permanent modification monthly P&amp;I payment.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>Copy of your most recent mortgage statement</li> </ul>	\$1,524.78
22. Monthly Real Estate Taxes	<p>This field identifies the monthly cost of your real estate taxes. If your taxes are paid annually this amount will be 1/12th of the annual cost.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>Copy of your most recent property tax bill showing your name and property address</li> </ul>	\$357.87
23. Monthly Hazard and Flood Insurance	<p>This field identifies the monthly cost of your hazard and flood insurance coverage. If your insurance is paid annually, this amount will be 1/12th of the annual cost.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>Copy of your most recent Declaration Page or invoice from your insurance company with your name and property address and annual premium</li> </ul>	\$35.75
24. Homeowners Association Dues/ Fees	<p>This field identifies your monthly homeowners or condominium association fee payments, if any, and/or any future monthly escrow shortages. If your homeowners or condominium association fee payments are paid annually, this will be 1/12th of the annual cost.</p> <p>If your property has no association fee payments and/or any future monthly escrow shortages, this field is blank.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>Copy of your most recent invoice from your Homeowners Association</li> </ul>	\$0.00



**Net Present Value (NPV) Data Input Values Chart**

Input Data Fields	Explanation	Value used in NPV calculation
25. Months Past Due	This field identifies the number of mortgage payments you would have had to make in order to make your mortgage current, as of the Data Collection Date.  Required documents to dispute this finding: • Copy of your most recent mortgage statement	69
26. Mortgage Insurance Coverage Percent	This field identifies the percentage of private mortgage insurance coverage on the mortgage for which you are applying for a modification. If you do not have private mortgage insurance this field is blank.  Required documents to dispute this finding: • None required	0.000%
27. Capitalized UPB Amount	This field identifies the capitalized unpaid principal balance amount that includes all outstanding principal, accrued interest, and escrow advances as of the data collection date.  Required documents to dispute this finding: • None required	\$575,749.07
<b>IV. Proposed Modification Information</b>		
The fields below describe the proposed modification that was calculated by us according to the program guidelines (subject to investor restrictions) that were used in your Net Present Value (NPV) evaluation.		
28. NPV Date	This field identifies the initial date that the Net Present Value evaluation was conducted on the mortgage for which you are applying for a modification.  Required documents to dispute this finding: • None required	April 02, 2014
29. Modification Fees	This field identifies the total amount of costs and fees that would have been paid by the investor (owner) of your loan, if you had been approved for a modification. It includes expenses such as notary fees, property valuation, credit report and other required fees.  Required documents to dispute this finding: • None required	\$0.00
30. Mortgage Insurance Partial Claim Amount of the Proposed Modification	This field identifies any mortgage insurance payout amount as part of the proposed modified mortgage, which is, at the discretion of your mortgage insurance company.  This should be zero if you were not approved for a trial period plan or permanent modification for reason of negative NPV.  Required documents to dispute this finding: • None required	\$0.00

Net Present Value (NPV) Data Input Values Chart

Input Data Fields	Explanation	Value used in NPV calculation
31. Unpaid Principal Balance of the Proposed Modification (Net of Forbearance & Principal Reduction)	<p>This field identifies the beginning principal balance on which you would have been required to pay interest if you had received a modification.</p> <p>It is likely to be different than your current principal balance because it includes amounts you owe for missed mortgage payments and unpaid expenses that are allowed to be added (capitalized) to your principal balance. Additionally, it may be reduced by proposed principal forbearance (Field 35) or proposed principal forgiveness (Field 36).</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$339,758.21
32. Interest Rate of the Proposed Modification	<p>This field identifies the starting interest rate of the proposed modified mortgage. This rate is fixed for at least the first 5 years after modification.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	2.000%
33. Amortization Term of the Proposed Modification	<p>This field identifies the number of months left to pay the proposed modified mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	480
34. Principal and Interest Payment of the Proposed Modification	<p>This field identifies the amount of the monthly principal and interest payment on the proposed modified mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$1,028.87
35. Principal Forbearance Amount of the Proposed Modification	<p>This field identifies the amount of principal your investor was willing to forbear on the proposed modified mortgage. You would have still owed this amount, but you would not be charged interest on it and no payments would have been due on this amount until you paid off your loan.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$235,990.85
36. Principal Forgiveness Amount of the Proposed Modification	<p>This field identifies the amount of principal your investor was willing to forgive under the proposed modified mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$0.00



Net Present Value (NPV) Data Input Values Chart

Input Data Fields	Explanation	Value used in NPV calculation
Please note that the following fields apply to borrowers reviewed for HAMP Tier 2, which are expanded Home Affordable Modification Program (HAMP) guidelines that became effective June 1, 2012.		
37. Unpaid Principal Balance of the Proposed HAMP Tier 2 Modification (Net of Forbearance & Principal Reduction)	<p>This field identifies the beginning principal balance (as of the Data Collection Date) on which you would have been required to pay interest if you had received a HAMP Tier 2 modification.</p> <p>It is likely to be different than your current principal balance because it includes amounts you owe for missed mortgage payments and unpaid expenses that are allowed to be added (capitalized) to your principal balance. Additionally, it may be reduced by proposed principal forbearance (Field 42 or the amount calculated by the NPV model under the standard Tier 2 modification) or proposed principal forgiveness (Field 38).</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$430,526.14
38. Principal Forgiveness Amount of the Proposed HAMP Tier 2 Modification	<p>This field identifies the amount of principal your investor was willing to forgive under the proposed HAMP Tier 2 modified mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	\$0.00
39. Investor Override for Tier 2 Modification	<p>This field indicates whether the owner of your mortgage provides for different terms than would be provided under the standard HAMP Tier 2 Modification. If not, the value in this field is "N". If there are terms other than the standard terms, the value in this field is "Y".</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	N
40. Interest Rate of the Proposed HAMP Tier 2 Modification	<p>This field only applies if the owner of your mortgage provides for a different interest rate than would be provided under the standard HAMP Tier 2 Modification.</p> <p>This field identifies the interest rate of the proposed HAMP Tier 2 modified mortgage. This rate is fixed.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	2.000%
41. Amortization Term of the Proposed HAMP Tier 2 Modification	<p>This field only applies if the owner of your mortgage provides for a different amortization term than would be provided under the standard HAMP Tier 2 Modification.</p> <p>This field identifies the number of months left to pay the proposed HAMP modified mortgage.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"> <li>• None required</li> </ul>	480



Net Present Value (NPV) Data Input Values Chart

Input Data Fields	Explanation	Value used in NPV calculation
42. Principal Forbearance Amount of the Proposed HAMP Tier 2 Modification	<p>This field only applies if the owner of your mortgage provides for a different forbearance amount than would be provided under the standard HAMP Tier 2 Modification.</p> <p>This field identifies the amount of principal forborne on the proposed HAMP modified mortgage. You would have still owed this amount, but you would not be charged interest on it and no payments would have been due on this amount until you paid off your loan.</p> <p>Required documents to dispute this finding:</p> <ul style="list-style-type: none"><li>• None required</li></ul>	\$235,990.85

## **The Servicemembers Civil Relief Act (SCRA)**

### ***Important Notice for Military Servicemembers Considering a Short Sale or Deed in Lieu of Foreclosure***

**If you or your spouse is a member of the military, please carefully review this document and notify your bank representative immediately. You may qualify for benefits and protections afforded by law.**

---

The Servicemembers Civil Relief Act, 50 U.S.C. App. §§501 *et seq.* (the "SCRA") provides military personnel and their dependants with a wide range of legal and financial protections. SCRA benefits and protections:

- Limit the maximum rate of interest that may be charged on debt incurred by an eligible servicemember before the servicemember began military service.
- May prevent the sale, foreclosure, or seizure of real estate, except when a valid court order exists that approves the sale, foreclosure, or seizure of the real estate.
- May stop a landlord or lender from evicting a servicemember from his/her residence.

**Depending upon your military status and when your loan was originated, the SCRA may prevent the lender from foreclosing on your property.** However, we understand that despite this protection, Servicemembers may still want to be relieved of the debt obligation associated with a home loan.

If you would like to discuss foreclosure alternatives such as a short sale or a deed in lieu of foreclosure, please contact us. Any negotiation for a short sale or a deed in lieu of foreclosure is not a threat of current or future litigation or an action to foreclose on the property, and should not be considered as such.

#### **Our Military Assistance Team is Here to Help**

For further assistance and to obtain information about the many benefits and protections available to military servicemembers, please contact the Bank of America, N.A. Military Assistance Team at:

**1.877.430.5434 (1.817.685.6491 outside the U.S.)  
Bank of America, N.A. – Military Assistance Team  
1515 W. 14th Street  
Mail Code: AZ1.807.01.19  
Tempe, AZ 85281**

#### **For Additional Information**

There are a number of other resources you can use to gain a better understanding of your SCRA rights and protections. Use these helpful sources to get started.

- **CONSULT AN ATTORNEY.** To fully understand your rights under the law, and before waiving your rights or voluntarily surrendering property, please consult an attorney.
- **JAG / LEGAL ASSISTANCE:** Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.
- **MILITARY ONESOURCE:** "Military OneSource" is the U. S. Department of Defense's information resource. Go to [www.militaryonesource.com/scra](http://www.militaryonesource.com/scra) or call 1.800.342.9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

PS|Ship - FedEx Label

Page 1 of 2

From: (949) 223-7000  
Brittany E. Reynolds  
Bryan Cave LLP  
3161 Michelson Drive  
Suite 1500  
Irvine, CA 92612

Origin ID: NZJA



Ship Date: 28APR14  
ActWgt: 0.5 LB  
CAD: 104501467/WSX12750

Delivery Address Bar Code



SHIP TO: (818) 599-8095

BILL SENDER

**Randy Chang**  
**The Chang Firm**  
**7755 CENTER AVE STE 1100**

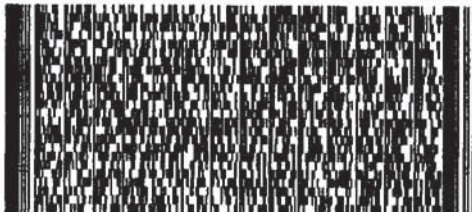
**HUNTINGTON BEACH, CA 92647**

Ref # C071566/0366157/015854  
Invoice #  
PO #  
Dept #

RELEASE#: 3785346

**TUE - 29 APR 10:30A**  
**PRIORITY OVERNIGHT**

TRK# 7986 7929 2119  
0201



**WZ APVA**

**92647**  
CA-U6  
**SNA**



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.



January 9, 2017

Certified Mail # 9207 1901 5101 3902 7694 20 and 9207 1901 5101 3902 7694 37  
Trustee Corps  
17100 Gillette Avenue  
Irvine, CA 92614

The IMPAC Companies/ IMPAC Mortgage Corp./ IMPAC Funding Corp.  
19500 Jamboree Road  
Irvine, CA 92612

Select Portfolio Servicing, Inc.  
P.O. Box 65277  
Salt Lake City, UT 84165

**RE: NOTICE OF VERIFICATION OF ALLEGED DEBT**

Trustee Corps TS No: CA08001639-16-1  
IMPACT Old Acct. No: 73030813/ New No: 0019566736  
Select Portfolio Servicing, Inc. No: 0019566736

Property Owner: Rolando Valera  
Property Address: 16264 Miller Avenue, Fontana, CA 92336

To Whom It May Concern:

This letter is in response to Trustee Corps sale letter dated June 10, 2016 to notify each of the above listed entities claiming ownership or foreclosure rights of this alleged loan and note, that I am exercising my rights under the "Fair Debt Collections Practices Act" as codified at 15 USC § 1692, which stipulates that a debt collector must, if requested, provide verification of the alleged debt, i.e. validate the debt, per "The Fair Debt Collections Practices Act", "FDCPA".

All debt collector(s) (Foreclosure Attorney, Bank, Alleged Lender, Servicer) are mandated under "FDCPA" to cease and desist ALL collection activity until verification of the original note is provided.

This letter requests VERIFICATION of the alleged debt accompanied by an **Affidavit from the Alleged Lender.**

Please provide the following:

1. Copy of the original alleged note accompanied by an AFFIDAVIT from the alleged Lender

Exhibit "D"

2. Identify to what the alleged debt pertains.
3. Provide details how the alleged debt was calculated. (Field v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 7th Circuit Court, September 2004)
4. Provide Regulation Z, and Notice of Right to Cancel (Truth in Lending Act)
5. Provide copies of any papers that show that I agreed to pay the alleged debt.
6. Identify the original creditor.
7. Provide the agreement between the creditor and your firm which authorizes you to collect funds (without a contract, your firm has no right to foreclose).
8. Provide evidence that the Statute of Limitations has not expired on this account.
9. Provide evidence that you are licensed to collect in my state.
10. Provide your license numbers and the Alleged Lender's Registered Agent.

Please provide the above information within five (5) business days from the postmark date to: Rolando D. Valera, 16264 Miller Avenue, Fontana, CA 92336

Sincerely,

Rolando D. Valera  
16264 Miller Avenue,  
Fontana, CA 92336

February 6, 2017

The IMPAC Companies/ IMPAC Mortgage Corp./ IMPAC Funding Corp.  
19500 Jamboree Road  
Irvine, CA 92612

Deutsche Bank National Trust Company as Trustee for Securitized Trust IMPAC Secured Assets Trust  
2006-3 Trust  
1761 East Saint Andrew Place,  
Santa Ana, CA 92705-1761

Mortgage Electronic Registration System ("MERS"), Genpact (authorized agent for MERS)  
15420 Laguna Canyon Road, Suite #100,  
Irvine, CA 92618

Select Portfolio Servicing, Inc.  
P.O. Box 65277  
Salt Lake City, UT 84165

**RE: SETTLEMENT NOTICE**

IMPACT Old Acct. No: 73030813/ New No: 0019566736  
Select Portfolio Servicing, Inc. No: 0019566736  
Case#: CIVDS 1619610

Property Owner: Rolando Valera  
Property Address: 16264 Miller Avenue, Fontana, CA 92336

To The Attention of the President's Of Each Firm:

As you may be aware of my ongoing struggle and dispute on keeping our home at 16264 Miller Ave., Fontana, CA. My first litigation was regarding conflicting terms on my 2008 modification from page 2 to page 3. In the middle of this first lawsuit we were qualified through the HARP Keep Your Home CA program for 250,000 dollars. Why not accept the program that would apply a reduction to the principle.

And now we are now in our 2<sup>nd</sup> litigation. All that I am requesting is a principle reduction that qualifies me in the past. With a low fixed interest rate for 30 years to settle this ongoing dispute. **I am not asking for a free house.** The only one's here making money are our lawyers.

I have lawyers working on a third litigation with the SB 900. This case is just going to drag on and on. I would like for us to come to an agreement and settle this once and for all.

Sincerely,

Rolando D. Valera  
16264 Miller Avenue,  
Fontana, CA 92336

Exhibit "E"



**SPS** SELECT  
Portfolio  
SERVICING, inc.

P.O. Box 65250  
Salt Lake City, UT 84165-0250  
[www.spservicing.com](http://www.spservicing.com)

Customer Service: (800) 258-8602  
Monday - Thursday 8:00AM - 11:00PM ET  
Friday 8:00AM - 9:00PM ET  
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Rolando D Valera  
16264 Miller Ave  
Fontana, CA 92336-1925



**Mortgage Statement**  
Statement Date: 05/15/2018  
Page 1 of 2

Account Number	0019566736
Property Address	16264 MILLER AVENUE FONTANA CA 92336
Account Due Date	08/01/2008
Payment Due Date	06/01/2018
Payment Amount	\$212,430.17

Explanation of Payment Amount	
Principal	\$1,237.86
Interest	\$1,428.11
Escrow (Taxes and Insurance)	\$0.01
<b>Regular Monthly Payment</b>	<b>\$2,665.98</b>
Unpaid Late Charges	\$0.00
Other Charges and Fees	\$3,591.60
Charges / Fees this Period	\$0.00
Past Unpaid Amount(s)	\$206,172.59
Unapplied Payment(s)	\$0.00
<b>Total Payment Amount</b>	<b>\$212,430.17</b>

#### Bankruptcy Message

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

#### Account Information

Interest Bearing Principal	\$430,526.14
Deferred Principal	\$0.00
Outstanding Principal	\$430,526.14
Interest Rate (Fixed)	4.250%
Prepayment Penalty	No

#### Transaction Activity (04/13/2018 to 05/15/2018)

Date	Description	Prin Bal	Interest	Total

#### Past Payments Breakdown

	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total Unapplied Balance	\$0.00	

#### Important Messages

<sup>1</sup> This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

#### \*\*Account History\*\*

##### Recent Account History:

- \* Payment due 05/2018: Unpaid payment of \$2,665.98.
- \* Payment due 04/2018: Unpaid payment of \$2,665.98.
- \* Payment due 03/2018: Unpaid payment of \$2,665.98.
- \* Payment due 02/2018: Unpaid payment of \$2,665.98.
- \* Payment due 01/2018: Unpaid payment of \$2,665.98.
- \* Payment due 12/2017: Unpaid payment of \$2,665.98.

**Total: \$212,430.17 unpaid amount that, if paid, would bring your loan current.**

**SPS has completed the first notice or filing required to start a foreclosure.**

**If You Are Experiencing Financial Difficulty:** See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at 1-888-818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

Exhibit "F" - Mortgage Statement May 2018

pg. 38

Partial Payment (Unapplied)	\$0.00	
Total	\$0.00	\$0.00
Total Unapplied Balance	\$0.00	

### Important Messages

<sup>1</sup> This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

**If You Are Experiencing Financial Difficulty:** See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at 1-888-818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

Payment Amount	
Borrower Name(s)	Rolando D Valera
	16264 Miller Ave
Account Number	0019566736
Payment Date 06/01/2018: \$212,430.17	

SELECT PORTFOLIO SERVICING, INC.  
PO BOX 65450  
SALT LAKE CITY UT 84165-0450



☐ Change of address or telephone? If so, check here and note changes on back.

**Make checks payable to: Select Portfolio Servicing**

Monthly Payment	\$
Additional Principal	\$
Additional Escrow	\$
Late Fees	\$
Other (Please Specify)	\$
Total Amount Enclosed	\$

2771 0019566736 0000266578 0000275746 7



**SPS** SELECT  
Portfolio  
SERVICING, inc. [www.sps servicing.com](http://www.sps servicing.com)  
P.O. Box 55250  
Salt Lake City, UT 84155-0250

Customer Service: (800) 258-8602  
Monday - Thursday 8:00AM - 11:00PM ET  
Friday 8:00AM - 9:00PM ET  
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Rolando D Valera  
16264 Miller Ave  
Fontana, CA 92336-1925



**Mortgage Statement**  
Statement Date: 06/14/2018  
Page 1 of 2

Account Number 0019566738  
Property Address 16264 MILLER AVENUE  
FONTANA CA 92336  
Account Due Date 08/01/2008  
Payment Due Date 07/01/2018  
Payment Amount \$329,136.12

Explanation of Payment Amount	
Principal	\$1,242.25
Interest	\$1,423.72
Escrow (Taxes and Insurance)	\$460.44
Regular Monthly Payment	\$3,126.41
Unpaid Late Charges	\$0.00
Other Charges and Fees	\$3,591.60
Charges / Fees this Period	\$0.00
Past Unpaid Amount(s)	\$322,418.11
Unapplied Payment(s)	\$0.00
<b>Total Payment Amount</b>	<b>\$329,136.12</b>

**Bankruptcy Notice**  
Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Account Information**

Interest Bearing Principal	\$430,526.14
Deferred Principal	\$0.00
Outstanding Principal *	\$430,526.14
Interest Rate (Fixed)	4.250%
Prepayment Penalty	No

**Transaction Activity (05/16/2018 to 06/14/2018)**

Date	Description	Prin Bal	Interest	Total
------	-------------	----------	----------	-------

**Past Payments Breakdown**

	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Unapplied Balance</b>	<b>\$0.00</b>	

**Account History \*\***

**Recent Account History:**

- \* Payment due 06/2018: Unpaid payment of \$3,126.41.
- \* Payment due 05/2018: Unpaid payment of \$3,126.41.
- \* Payment due 04/2018: Unpaid payment of \$3,126.41.
- \* Payment due 03/2018: Unpaid payment of \$3,126.41.
- \* Payment due 02/2018: Unpaid payment of \$3,126.41.
- \* Payment due 01/2018: Unpaid payment of \$3,126.41.

**Total: \$329,136.12 unpaid amount that, if paid, would bring your loan current.**

SPS has completed the first notice or filing required to start a foreclosure.

**Important Messages**

\* This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

**If You Are Experiencing Financial Difficulty:** See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at 1-888-818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

pg. 40

Exhibit "F" - Mortgage Statement June 2018



**SPS** SELECT  
Portfolio  
SERVICING, inc. [www.spservicing.com](http://www.spservicing.com)  
P.O. Box 65250  
Salt Lake City, UT 84165-0250

Customer Service: (800) 258-8602  
Monday - Thursday 8:00AM - 11:00PM ET  
Friday 8:00AM - 9:00PM ET  
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Rolando D Valera  
16264 Miller Ave  
Fontana, CA 92336-1925



**Mortgage Statement**  
Statement Date: 07/12/2018  
Page 1 of 2

Account Number	0019566736
Property Address	16264 MILLER AVENUE FONTANA CA 92336
Account Due Date	08/01/2008
Payment Due Date	08/01/2018
Payment Amount	<b>\$219,504.85</b>

Explanation of Payment Amount	
Principal	\$1,246.65
Interest	\$1,419.32
Escrow (Taxes and Insurance)	\$1,742.73
<b>Regular Monthly Payment</b>	<b>\$4,408.70</b>
Unpaid Late Charges	\$0.00
Other Charges and Fees	\$3,591.60
Charges / Fees this Period	\$0.00
Past Unpaid Amount(s)	\$211,504.55
Unapplied Payment(s)	\$0.00
<b>Total Payment Amount</b>	<b>\$219,504.85</b>

Account Information	
Interest Bearing Principal	\$430,526.14
Deferred Principal	\$0.00
Outstanding Principal <sup>1</sup>	\$430,526.14
Interest Rate (Fixed)	4.250%
Prepayment Penalty	No

**Bankruptcy Message**

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Transaction Activity (08/15/2018 to 07/12/2018)**

Date	Description	Prin Bal	Interest	Total
------	-------------	----------	----------	-------

Past Payments Breakdown		
	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Unapplied Balance</b>	<b>\$0.00</b>	

**Important Messages**

<sup>1</sup> This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

**Account History**

**Recent Account History:**

- \* Payment due 07/2018: Unpaid payment of \$2,665.98.
- \* Payment due 06/2018: Unpaid payment of \$2,665.98.
- \* Payment due 05/2018: Unpaid payment of \$2,665.98.
- \* Payment due 04/2018: Unpaid payment of \$2,665.98.
- \* Payment due 03/2018: Unpaid payment of \$2,665.98.
- \* Payment due 02/2018: Unpaid payment of \$2,665.98.

**Total: \$219,504.85** unpaid amount that, if paid, would bring your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

**If You Are Experiencing Financial Difficulty:** See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at 1-888-818-6032.

Exhibit "F" - Mortgage Statement July 2018

pg. 41

Total Unapplied Balance

**Important Messages**

This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

**If You Are Experiencing Financial Difficulty:** See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at 1-888-818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

Payment Amount	
Borrower Name(s)	Rolando D Valera
Account Number	16264 Miller Ave 0019566736
Payment Date 08/01/2018: \$219,504.85	

SELECT PORTFOLIO SERVICING, INC.  
PO BOX 65450  
SALT LAKE CITY UT 84165-0450



☐ Change of address or telephone? If so, check here and note changes on back.

Make checks payable to: Select Portfolio Servicing	
Monthly Payment	\$
Additional Principal	\$
Additional Escrow	\$
Late Fees	\$
Other (Please Specify)	\$
Total Amount Enclosed \$	

2771 0019566736 0000440870 0000450018 0





May 1, 2018

 ROLANDO D VALERA  
16264 MILLER AVENUE  
FONTANA, CA 92336-0000

Account Number: 0019566736  
Property Address: 16264 MILLER AVENUE  
FONTANA, CA 92336

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is writing to notify you, pursuant to applicable law, that there is a shortage or deficiency in the escrow account related to your mortgage.

Please be advised that as of the date of this letter, the deficient balance is \$59,709.18.

If you have any questions regarding this notification, or the servicing of your account, please contact us. At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available resolution options. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.



EA091

00170414001713010100

0019566736

Exhibit "F" - Notice of Deficiency

pg. 43



If you have any questions, your assigned Relationship Manager, Dayana Reyes, can be reached toll free at 888-818-6032 Ext. 36467 or by email at Relationship.Manager@SPServicing.com.

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

#### **Right to Appeal**

You have the right to appeal any non-approval for which you believe an error has occurred by providing a written explanation of why you believe our determination was incorrect, along with all supporting evidence, within thirty (30) days of the date of this letter to:

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277  
Relationship.Manager@SPServicing.com

You have thirty (30) calendar days from the date of this notice to contact SPS to discuss the reason for non-approval. Any pending foreclosure action may continue; however, no foreclosure sale will be conducted and you will not lose your home during this 30-day period or any longer period required for us to review supplemental material you may provide in response to this notice. If a foreclosure sale has already been scheduled we will instruct our attorney to file a motion to postpone such sale. It is possible however that a court will deny the motion and the sale will proceed. If that happens we will be unable to provide loss mitigation.

#### **Notice of Error or Information Request**

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552.





June 12, 2018

 **ROLANDO D VALERA**  
16264 MILLER AVENUE  
FONTANA, CA 92336-0000

Account Number: 0019566736  
Property Address: 16264 MILLER AVENUE  
FONTANA, CA 92336

**RE: Important notice regarding your Annual Escrow Account Disclosure Statement and your new escrow payment amount**

**This statement is for informational purposes only**

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS) reviewed your escrow account to determine your new monthly escrow payment. Following are the answers to the most common questions we receive about the escrow account and the details related to the analysis.

**1. What is the amount of my new monthly payment?**

The table below shows your new monthly payment, including any escrow changes from this new analysis statement.

Table 1	Current Payment (No Prior SPS analysis)	New Payment (as of 09/01/2008)	Change
Principal and Interest	***	\$1,524.78	
Regular Escrow Payment	***	\$460.44	\$460.44
Monthly Shortage Payment	***	\$1,234.35	\$1,234.35
Total Payment		\$3,219.57	\$1,694.79

**2. Why did the escrow portion of my payment change?**

There are three main reasons why your escrow account payment may change from year to year.

- A. Regular Escrow Payments** - Changes occur based on differences between the expected property tax or insurance payments for the prior year and the expected property tax or insurance payments for the current year. Table 2 shows those differences and any resulting monthly shortage change, which is explained in section C.

Table 2	Prior Year Estimated Disbursements (No Prior SPS analysis)	Current Year Estimated Disbursements (as of 09/01/2008)	Change
Total Annual Escrow Disbursements	***	\$6.00	\$6.00
Monthly Escrow Payment	***	\$460.44	\$460.44
Monthly Shortage Payment	***	\$1,234.35	\$1,234.35

- B. Escrow Reserve Requirements** - RESPA/Federal law allows lenders to maintain a maximum of two months reserve in your escrow account, commonly referred to as a cushion. However, based on state, investor, or modification requirements your cushion requirement may be less than the Federal requirement. Your account has a monthly reserve requirement of 0 months.



See reverse side

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Exhibit "F" - Escrow Statement June 2018



**C. Escrow Shortage** – The actual beginning balance on your account in Tables 3 and 4 is \$-59,709.17. According to the projections shown in Tables 3 and 4, your required beginning balance should be \$-460.44.

Your total shortage is \$59,248.73, which is determined by subtracting your required beginning escrow account balance from your actual beginning escrow account balance.  $\$-460.44 - \$-59,709.17 = \$59,248.73$ . Unless you elect to pay the shortage in full, we will collect the total amount over 48 months at \$1,234.35 per payment.

Table 3 below shows a detailed history of your escrow account transactions since your last analysis. An asterisk (\*) indicates a difference from a previous estimate in either the date or the amount. The letter E beside an amount indicates that the payment or disbursement has not yet occurred but is estimated to occur as shown prior to the effective date of this new analysis. Please note, if the payment or disbursement month shown in table 3 is the same month of this completed analysis and there is an asterisk (\*) or the letter E next to the amount, the disbursement or amount may have already occurred by the time you receive this analysis statement and the actual amount may differ from the amount reflected below. Due to the length of time since your last escrow analysis a full history cannot be displayed below. Please contact us if you would like a full history since your last analysis. Due to the effective date of the analysis, some history records between the effective date of the analysis and the date of this letter cannot be properly displayed but are accounted for in the starting and ending escrow balances. Please visit [www.spservicing.com](http://www.spservicing.com) to see these transactions or contact us using the information below.

**Table 3**

<u>Month</u>	<u>Description</u>	<u>Payments</u>		<u>Disbursements</u>		<u>Total Balance</u>
		<u>Estimate</u>	<u>Actual</u>	<u>Estimate</u>	<u>Actual</u>	
History	Beginning Balance					\$0.00

Table 4 below shows a detailed projection of future estimated escrow activity of your escrow account transactions since your last analysis as well as a projection of future escrow activity. The double asterisk (\*\*) next to the required balance indicates the lowest projected balance in the analysis. This low balance is used to determine the surplus or shortage in your escrow account at the time of this analysis.

**Table 4**

<u>Month</u>	<u>Description</u>	<u>Payments</u>	<u>Disbursements</u>	<u>Beginning</u>	<u>Required</u>
		<u>Estimate</u>	<u>Estimate</u>	<u>Balance</u>	<u>Balance</u>
	Starting Balance			\$-59,709.17	\$-460.44
September 2008		460.44	0.00	-59,248.73	0.00**
October 2008		460.44	0.00	-58,788.29	460.44
November 2008		460.44	0.00	-58,327.85	920.88
December 2008		460.44	0.00	-57,867.41	1,381.32
January 2009		460.44	0.00	-57,406.97	1,841.76
February 2009		460.44	0.00	-56,946.53	2,302.20
March 2009		460.44	0.00	-56,486.09	2,762.64
April 2009		460.44	0.00	-56,025.65	3,223.08
May 2009		460.44	0.00	-55,565.21	3,683.52
June 2009		460.44	0.00	-55,104.77	4,143.96
July 2009		460.44	0.00	-54,644.33	4,604.40
August 2009		460.44	0.00	-54,183.89	5,064.84

See reverse side



If your account is set up on a monthly automatic withdrawal payment option, your monthly payment withdrawal amount will be updated according to the adjusted payment above once the escrow analysis becomes effective. If you have any questions or concerns, please contact our Customer Service Department. Our toll-free number is 800-258-8602 and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time. You may also visit our website at [www.spservicing.com](http://www.spservicing.com).

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.**

**This information is intended for informational purposes only and is not considered an attempt to collect a debt.**



See reverse side

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pg. 47

**SPS** SELECT  
Portfolio  
SERVICING, Inc.

July 2, 2018

 **ROLANDO D VALERA**  
16264 MILLER AVENUE  
FONTANA, CA 92336-0000

Account Number: 0019566736  
Property Address: 16264 MILLER AVENUE  
FONTANA, CA 92336

**RE: Important notice regarding your Annual Escrow Account Disclosure Statement and your new escrow payment amount**

**This statement is for informational purposes only**

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS) reviewed your escrow account to determine your new monthly escrow payment. Following are the answers to the most common questions we receive about the escrow account and the details related to the analysis.

**1. What is the amount of my new monthly payment?**

The table below shows your new monthly payment, including any escrow changes from this new analysis statement.

Table 1	Current Payment (As of last analysis)	New Payment (as of 08/01/2018)	Change
Principal and Interest	\$1,524.78	\$2,065.97	
Regular Escrow Payment	\$480.44	\$480.44	\$0.00
Monthly Shortage Payment	\$1,234.35	\$1,282.29	\$47.94
Total Payment		\$4,498.79	\$47.94

**2. Why did the escrow portion of my payment change?**

There are three main reasons why your escrow account payment may change from year to year.

- A. Regular Escrow Payments** - Changes occur based on differences between the expected property tax or insurance payments for the prior year and the expected property tax or insurance payments for the current year. Table 2 shows those differences and any resulting monthly shortage change, which is explained in section C.

Table 2	Prior Year Estimated Disbursements (As of last analysis)	Current Year Estimated Disbursements (as of 08/01/2018)	Change
Tax Disbursements	\$0.00	\$5,525.22	\$5,525.22
Total Annual Escrow Disbursements	\$0.00	\$5,525.22	\$5,525.22
Monthly Escrow Payment	\$480.44	\$480.44	\$0.00
Monthly Shortage Payment	\$1,234.35	\$1,282.29	\$47.94

- B. Escrow Reserve Requirements** - RESPA/Federal law allows lenders to maintain a maximum of two months reserve in your escrow account, commonly referred to as a cushion. However, based on state, investor, or modification requirements your cushion requirement may be less than the Federal requirement. Your account has a monthly reserve requirement of 0 months.



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Exhibit "F" - Escrow Statement July 2018

C. **Escrow Shortage** – The actual beginning balance on your account in Tables 3 and 4 is \$-59,707.98. According to the projections shown in Tables 3 and 4, your required beginning balance should be \$1,841.70.

Your total shortage is \$61,549.68, which is determined by adding your actual beginning escrow account balance shortage to your required beginning balance.  $\$59,707.98 + \$1,841.70 = \$61,549.68$ . Unless you elect to pay the shortage in full, we will collect the total amount over 48 months at \$1,282.29 per payment.

Table 3 below shows a detailed history of your escrow account transactions since your last analysis. An asterisk (\*) indicates a difference from a previous estimate in either the date or the amount. The letter E beside an amount indicates that the payment or disbursement has not yet occurred but is estimated to occur as shown prior to the effective date of this new analysis. Please note, if the payment or disbursement month shown in table 3 is the same month of this completed analysis and there is an asterisk (\*) or the letter E next to the amount, the disbursement or amount may have already occurred by the time you receive this analysis statement and the actual amount may differ from the amount reflected below.

Table 3

Month History	Description	Payments		Disbursements		Total Balance
		Estimate	Actual	Estimate	Actual	
	Beginning Balance					\$0.00
September 2017		460.44	0.00 E	0.00	0.00 E	0.00
October 2017		460.44	0.00 E	0.00	0.00 E	0.00
November 2017		460.44	0.00 E	0.00	0.00 E	0.00
December 2017		460.44	-51,544.32 E	0.00	0.00 E	-51,544.32
January 2018		460.44	0.00 E	0.00	0.00 E	-51,544.32
February 2018		460.44	0.00 E	0.00	0.00 E	-51,544.32
March 2018	COUNTY TAX	460.44	0.00 E	0.00	2,639.63 E	-54,183.95
April 2018		460.44	0.00 E	0.00	0.00 E	-54,183.95
May 2018		460.44	0.00 E	0.00	0.00 E	-54,183.95
June 2018		460.44	0.00 E	0.00	0.00 E	-54,183.95
July 2018		460.44	0.00 E	0.00	0.00 E	-54,183.95

Table 4 below shows a detailed projection of future estimated escrow activity of your escrow account transactions since your last analysis as well as a projection of future escrow activity. The double asterisk (\*\*) next to the required balance indicates the lowest projected balance in the analysis. This low balance is used to determine the surplus or shortage in your escrow account at the time of this analysis.

Table 4

Month	Description	Payments	Disbursements	Beginning	Required
		Estimate	Estimate	Balance	Balance
	Starting Balance			\$-59,707.98	\$1,841.70
August 2018		460.44	0.00	-59,247.54	2,302.14
September 2018		460.44	0.00	-58,787.10	2,762.58
October 2018		460.44	0.00	-58,326.66	3,223.02
November 2018	COUNTY TAX	460.44	2,762.61	-60,628.83	920.85
December 2018		460.44	0.00	-60,168.39	1,381.29
January 2019		460.44	0.00	-59,707.95	1,841.73
February 2019		460.44	0.00	-59,247.51	2,302.17
March 2019	COUNTY TAX	460.44	2,762.61	-61,549.68	0.00**
April 2019		460.44	0.00	-61,089.24	460.44
May 2019		460.44	0.00	-60,628.80	920.88
June 2019		460.44	0.00	-60,168.36	1,381.32
July 2019		460.44	0.00	-59,707.92	1,841.76

See reverse side



If your account is set up on a monthly automatic withdrawal payment option, your monthly payment withdrawal amount will be updated according to the adjusted payment above once the escrow analysis becomes effective. If you have any questions or concerns, please contact our Customer Service Department. Our toll-free number is 800-258-8602 and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time. You may also visit our website at [www.spservicing.com](http://www.spservicing.com).

Sincerely,

Select Portfolio Servicing, Inc.

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This information is intended for informational purposes only and is not considered an attempt to collect a debt.



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**Option A**

Do Nothing - The monthly reserve of \$1,282.29 will be automatically collected with your New Payment unless you select Option B

**Option B**

Repay the Escrow Shortage in Full - To repay the shortage of \$61,549.68 in full, please submit your payment with this coupon to:

SELECT PORTFOLIO SERVICING, INC.  
P.O. BOX 65450  
SALT LAKE CITY, UT 84165-0450

You may also submit your payment online by visiting  
[www.spservicing.com](http://www.spservicing.com)

**Escrow Reserve -  
Shortage Repayment Coupon**

Select Portfolio Servicing, Inc.  
ROLANDO D VALERA  
16264 MILLER AVENUE,  
FONTANA, CA 92336  
Account No: 0019566736

Total Amount Enclosed: \_\_\_\_\_

00000000 0

2771 0019566736 066 00000000

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